



INTERGOVERNMENTAL AGREEMENT

A contract between the Department of Economic Security (DES) and the Arizona Department of Education (ADE).

WHEREAS the DES is duly authorized to execute and administer contracts under A.R.S. §41-1954; and

WHEREAS the ADE is duly authorized to execute and administer contracts under A.R.S. § 15-203(B)1, and

WHEREAS by signing this form on behalf of the ADE, the Signatory certifies he/she has the authority to bind the ADE to this agreement; and

WHEREAS the DES and the ADE are authorized by A.R.S. §11-951 *et seq.* to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies;

THEREFORE the DES and ADE agree to abide by all the terms and conditions set forth in this agreement

For and on behalf of the Arizona Department
of Economic Security

Procurement Officer Signature

Elizabeth G. Csaki, CPPB

Typed Name and Title

Professional Services Procurement Manager

Date

9/4/07

DE 070281-001

DES Contract Number

For and on behalf of the Arizona
Department of Education

Douglas C. Peeples, Chief Procurement Officer

Typed Name and Title

8-17-2007

Date

07-33-ED

ADE Contract Number

In accordance with A.R.S. §11-952 this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and with the powers and authority granted to each respective public body.

ARIZONA ATTORNEY GENERAL'S OFFICE

Signature

Therese L. Martin

Assistant Attorney General

Typed Name and Title

8/30/07

Date

Signature

Kim S. Anderson

Assistant Attorney General

Typed Name and Title

08/20/07

Date

This Intergovernmental Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S). §11-952 *et seq.* between the Arizona Department of Education (ADE), a State Agency of the State of Arizona, and the Arizona Department of Economic Security (DES), a State Agency of the State of Arizona.

The ADE and the DES agree to the following terms:

- 1.0 The ADE is authorized to enter into this Intergovernmental Agreement (IGA or Agreement) by A.R.S. §8-652 and the DES is authorized to enter into this IGA by virtue of A.R.S. §8-652 and §41-1954(A). DES is further complying with 34 C.F.R. §303.148, which requires an interagency agreement when the State Educational Agency is not the Lead Agency for the State's early intervention program.
- 2.0 This Agreement shall become effective on July 1, 2007 and shall remain in effect through June 30, 2012. Until the effective date of this Agreement, the previous IGA between ADE and DES relating to transition services remains in effect. The Agreement may be extended for two additional years with the written consent of both parties. As required by law and specified in Section 7.0, Oversight Responsibility, DES is to oversee the execution of this IGA by Arizona Early Intervention Program (AzEIP) service providing agencies and ADE is to oversee the execution of this IGA by Public Education Agencies (PEAs). This IGA does not alter or diminish either the ADE's or DES' responsibilities to ensure compliance with transition or other legal requirements. In the event that either party fails to meet the obligations set forth in this IGA, the parties shall resolve issues of noncompliance as set forth in Section 7.3 of this IGA. Should either party elect to terminate or cancel this IGA, the party shall notify the other in writing at least one month prior to the proposed termination of this IGA by submitting notice to the Technical Contact noted in Section 11.0 herein.
- 3.0 Purposes of this Agreement:
 - 3.1 To delineate the procedures for the transition of children with disabilities from the Arizona Early Intervention Program (AzEIP) into the ADE/Public Education Agency (PEA) system as authorized in 34 C.F.R. §303.148 and A.A.C. R7-2-401(J).
 - 3.2 To ensure families' rights to services for which they are eligible, to delineate responsibilities of and coordination and communication among ADE, DES, AzEIP Service Providing Agencies, PEAs, and early intervention providers in implementing transition requirements, and to establish uniformity statewide that will provide a coordinated, unduplicated, and seamless system for serving children ages birth through five with developmental delays or disabilities according to the IDEA, Parts B and C (20 U.S.C. §1412 *et seq.*, 34 C.F.R. §300 *et seq.* and 20 U.S.C. §1431 *et seq.*, 34 C.F.R. §303 *et seq.*) and A.A.C. R7-2-401(J).
 - 3.3 To encourage cooperation and communication between ADE, DES, AzEIP participating agencies, PEAs, early intervention providers and families to assure the provision of a Free Appropriate Public Education (FAPE) by a child's third birthday, as authorized in 20 U.S.C. §1412(a)(9) and 34 C.F.R. §300.121(b).

4.0 Definitions

- 4.1 Arizona Early Intervention Program (AzEIP) is the comprehensive, coordinated system of early intervention services authorized in A.R.S. §8-652 and implemented through the collaborative activities of five AzEIP Participating State Agencies and their contractors defined below in Section 4.2. AzEIP is the total effort in Arizona that is directed at finding, assessing, and meeting the needs of children eligible under IDEA, Part C, and their families.
- 4.2 AzEIP Participating State Agencies are the five state agencies identified in A.R.S. § 8-652 as responsible for entering into Intergovernmental Agreements and maintaining and implementing a comprehensive, coordinated, interagency system of early intervention services. The five participating state agencies identified in A.R.S. §8-652 are: Arizona Department of Economic Security (DES); Arizona State Schools for the Deaf and the Blind (ASDB); Arizona Department of Health Services (ADHS); the Arizona Health Care Cost Containment System (AHCCCS); and the Arizona Department of Education (ADE).
- 4.3 AzEIP Service Coordinator is an individual responsible for the coordination of services for a child and family in the Arizona Early Intervention Program. An AzEIP Service Coordinator may be employed by, or contracted with, any of the AzEIP Service Providing Agencies (defined in Section 4.5) and may also be called a Support Coordinator.
- 4.4 AzEIP Service Provider, as used in this Intergovernmental Agreement, is a physical therapist, occupational therapist, developmental special instruction provider, speech-language pathologist or another individual with developmental expertise who is a member of a family's IFSP team and supports the family and other caregivers in attaining IFSP outcomes related to maximizing a child's engagement, independence, and success in everyday activities and relationships. The AzEIP service provider's role is defined through the IFSP process and differs from the service coordinator's role as defined above.
- 4.5 AzEIP Service Providing Agencies are those state agencies in A.R.S. §8-652 that provide early intervention services under IDEA, Part C: (1) the Arizona Department of Economic Security through the services and activities of the Division of Developmental Disabilities (DES/DDD) and the Arizona Early Intervention Program (DES/AzEIP), (2) ASDB, and (3) ADHS through the services and activities of the Office for Children with Special Health Care Needs (ADHS/OCSHCN).
- 4.6 AzEIP Summary of Child's Present Levels of Development (AzEIP Summary of Development) is a component of the Individualized Family Service Plan (IFSP) that provides a comprehensive, integrated developmental summary of the child's ability to: 1) engage or participate in social relationships; 2) acquire and use knowledge and skills; and, 3) be independent within the family's routines and activities. The AzEIP Summary of Development documents functional information synthesized from multiple

sources, such as parent report, observation, and/or criterion referenced assessment.

- 4.7 Continuum of Services are a range of service levels determined to meet the needs of children with disabilities for special education and related services including instruction in regular classes, special classes, special schools, home instruction and instruction in hospitals and institutions. Supplementary services such as a resource room or itinerant instruction are provided in conjunction with regular classroom placement. See 20 U.S.C. 1412(a)(5); §300.115.
- 4.8 Department of Economic Security (DES) is the state agency designated in A.R.S. §8-652 as the lead agency for implementing Part C of the Individuals with Disabilities Education Act (IDEA) pursuant to 20 U.S.C. §1435(a)(10).
- 4.9 Department of Economic Security, Arizona Early Intervention Program (DES/AzEIP) is the office within DES responsible for fulfilling all lead agency responsibilities, as described in Part C of IDEA, for early intervention services for children birth through two years old and their families.
- 4.10 Directory information consists of the child's name, address, and date of birth. In this IGA, the purpose of the notification of directory information from AzEIP Service Providing Agencies to PEAs twice a year is to assist the PEAs with planning capacity and resources for future preschool referrals and does not constitute a referral for preschool special education.
- 4.11 District of Residence is the elementary district (K-8th grades) or unified district (K-12th grades) in which the parent of the child resides. For purposes of this Agreement, parent is defined in accordance with Section 4.20.
- 4.12 Evaluation:
- PART C: Evaluation for children aged birth through two years means the procedures, in accordance with 34 C.F.R. §303.322, used by appropriate, qualified personnel to determine a child's initial and continuing eligibility for AzEIP, including determining the status of the child in each of the developmental areas.
 - PART B: Evaluation for children aged three to five years, evaluation means procedures used in accordance with 34 C.F.R. §§300.300-300.311 to determine whether a child has a disability and is in need of special education services and the nature and extent of special education and related services that the child needs in accordance with 34 C.F.R. §300.500. This evaluation includes: (a) a review of existing information about the child; (b) a decision regarding the need for additional information; (c) if necessary, the collection of additional information; and (d) a review of all information about the child and a determination of eligibility for special education services and needs of the child. A.A.C. R7-2-401 (B)(12).

A comprehensive developmental assessment (CDA) is required to determine eligibility for Preschool Severe Delay (PSD) and Preschool Moderate Delay (PMD). Preschool Speech-Language (PSL) eligibility requires a CDA or norm referenced assessment and parental input that indicates the child is not eligible for services under another preschool category. The evaluation team shall determine eligibility based on the preponderance of the information presented. (See Section 4.22). A CDA is a full and individual evaluation of the child in all developmental areas: cognitive, physical (including vision and hearing screening), communication, social/emotional and adaptive development. A CDA may be accomplished through a review of existing data, criterion referenced assessments, norm referenced assessments, observation and parent input, however, for the purpose of determining eligibility, at least one norm referenced assessment to obtain standard deviation information must be used to determine if eligibility criteria is met. The final responsibility for the CDA and eligibility lies with the PEA.

- 4.13 Extended School Year (ESY) Services means additional special education and related services for students with disabilities to supplement the normal school year, for the purpose of preventing loss of a free appropriate public education (FAPE), and loss of meaningful educational benefit gained from the previous year(s) as defined in A.R.S. §15-881 and A.A.C. R7-2-408. ESY services, which meet the standard of ADE, are provided to a Part B eligible child with a disability beyond the normal school year of the public education agency, in accordance with the child's IEP, at no cost to the parents of the child. Eligibility for ESY services shall be determined by the Individualized Education Program (IEP) team based on the standards indicated in A.R.S. §15-881 and A.A.C. R7-2-408. Eligibility for ESY services shall be based on a multifaceted inquiry, using both retrospective and predictive data. Eligibility for participation shall not be based on need or desire for any of the following: (1) a day care or respite care service for students with a disability; (2) a program to maximize the academic potential of a student with a disability; or (3) a summer recreation program for students with a disability. The availability of extended school year services is required for all students for whom the IEP team has determined that it is necessary in order to ensure FAPE.
- 4.14 Free Appropriate Public Education (FAPE) in accordance with 34 C.F.R. § 300.101 means special education and related services that meet state standards and are provided based upon an Individualized Education Plan (IEP). These services are provided at public expense under public supervision and direction, without charge to the parents and must be provided in the least restrictive environment (LRE) in accordance with 34 C.F.R. §§300.114 and 300.550.
- 4.15 Individualized Education Program (IEP) means a written statement, developed, reviewed, or revised in accordance with applicable federal and state laws for providing special education services to each eligible child with a disability that includes a statement of: a) the child's present levels of educational performance, including how the disability affects the child's participation in appropriate activities; b) measurable annual goals, including

short term objectives or benchmarks for evaluating progress towards those goals; c) a statement of the special educational and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modification or supports for school personnel that will be provided for the child to advance appropriately toward attaining the annual goals and to be involved and progress in the general curriculum; d) an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in activities; e) a statement regarding participation in state and district-wide assessments consistent with A.A.C. R7-2-401(F)(5); f) the projected dates, duration and location for service; and g) a statement of how the parents will be informed of their child's progress. 20 U.S.C. 1401(14); 34 C.F.R. §§300.320 – 300.325; A.R.S. §15-761(11); A.A.C. R7-2-401F.

- 4.16 Individualized Family Service Plan (IFSP) is a written plan developed by a multidisciplinary team, including the parent (as defined in Section 4.20), which includes statements of: a) the child's present levels of development; b) with the concurrence of the family, the family's priorities, resources, and concerns related to enhancing the development of the child; c) the major outcomes expected; d) the specific early intervention services necessary to meet the unique needs of the child and family to achieve the outcomes, e) the frequency, intensity and method of service delivery; f) the natural environments in which the services will take place; and g) the projected dates of service; f) the name of the Service Coordinator; and g) the transition plan. 34 C.F.R. §303.344.
- 4.17 Least Restrictive Environment (LRE) is to be considered in determining educational placement of a preschool child with a disability. The placement decision is to be made by a group of persons, including the parent, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. The placement decision is to be made in conformity with the LRE provisions of this subpart and includes the following components: (a), the child's placement is determined at least annually, (b) is based on the child's IEP; (c) is as close to possible to the child's home; (d) unless the IEP of a child with a disability requires some other arrangements, the child is educated in the school that he or she would attend if nondisabled; (e) in selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and (f) a child with a disability is not removed from the education in age appropriate regular classrooms solely because of the needed modifications in the general education curriculum. See 20 U.S.C. 1412(a)(5); §§300.114 through 300.118.
- 4.18 Multidisciplinary, as defined in Part C, 34 C.F.R. §303.17, means the involvement of two or more disciplines or professions in the provision of integrated and coordinated services, including evaluation and assessment activities in 34 C.F.R. §303.322 and development of the IFSP in 34 C.F.R. §303.342.
- 4.19 Multidisciplinary Evaluation Team in Part B means, in accordance with A.R.S. §15-761(16), a team of persons including individuals described as the Individualized Education Program (IEP) team and other qualified

professionals who shall determine whether a child is eligible for special education.

The IEP team includes, in accordance with 34 C.F.R. §300.321:

- (1) The parent(s) of the child;
- (2) At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
- (3) At least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
- (4) A representative of the public agency who-
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the public agency;
- (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of 34 C.F.R. §300.344; and
- (6) At the discretion of the parent or PEA, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate.

4.20 Parent means (1) a biological, adoptive or foster parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State. 20 U.S.C. §1401(23); 34 C.F.R. §300.30 and A.R.S. §15-761(22).

4.21 Parental Consent is informed consent provided by a parent as defined in Section 4.20 and as appropriate under law.

4.22 Part B Eligibility Criteria for Preschool Special Education Services in accordance with A.R.S. §15-761, *et. seq.*:

- *Preschool Moderate Delay* means performance by a preschool child on a norm-referenced test that measures at least one and one-half, but not more than three, standard deviations below the mean for children of the same chronological age in two or more of the following areas:
 - (a) Cognitive development.
 - (b) Physical development.
 - (c) Communication development.
 - (d) Social or emotional development.
 - (e) Adaptive development.

The results of the norm-referenced measure must be corroborated by information from a comprehensive developmental assessment and from parental input, if available, as measured by a judgment-based

assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

Preschool Severe Delay means performance by a preschool child on a norm-referenced test that measures more than three standard deviations below the mean for children of the same chronological age in one or more of the following areas:

- (a) Cognitive development.
- (b) Physical development.
- (c) Communication development.
- (d) Social or emotional development.
- (e) Adaptive development.

The results of the norm-referenced measure must be corroborated by information from a comprehensive developmental assessment and from parental input, if available, as measured by a judgment-based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

- *Preschool Speech/Language Delay* means performance by a preschool child on a norm-referenced language test that measures at least one and one-half standard deviations below the mean for children of the same chronological age or whose speech, out of context, is unintelligible to a listener who is unfamiliar with the child. Eligibility under this paragraph is appropriate only if a comprehensive developmental assessment or norm-referenced assessment and parental input indicate that the child is not eligible for services under another preschool category. The evaluation team shall determine eligibility based on a preponderance of the information presented.
- *Visual Impairment* means a loss in visual acuity or a loss of visual field as determined by evaluation pursuant to A.R.S. §15-766, that interferes with the child's performance in the educational environment and that requires the provision of special education and related services.

Hearing Impairment means a loss of hearing acuity, as determined by evaluation pursuant to section A.R.S. §15-766, which interferes with the child's performance in the educational environment and requires the provision of special education and related services.

- 4.23 Part C Eligibility Criteria for Early Intervention Services, in accordance with A.R.S. §8-651, defines as eligible a child between birth and 36 months of age, who is developmentally delayed or who has an established condition that has a high probability of resulting in a developmental delay.

A child from birth to 36 months of age will be considered to exhibit a developmental delay when that child has not reached 50 percent of the developmental milestones expected at his/her chronological age, in one or more of the following domains: (1) physical: fine and/or gross motor and

sensory (includes vision and hearing); (2) cognitive; (3) language/communication; (4) social or emotional; or (5) adaptive (self-help).

Established conditions that may have a high probability of developmental delay include, but are not limited to:

- chromosomal abnormalities;
- metabolic disorders;
- hydrocephalus;
- neural tube defects (e.g., spinal bifida);
- intraventricular hemorrhage, grade 3 or 4;
- periventricular leukomalacia;
- cerebral palsy;
- significant auditory impairment;
- significant visual impairment;
- failure to thrive; and
- severe attachment disorders.

The State's definition of "eligible child" does not include children who are at risk of having substantial delays if early intervention services are not provided.

- 4.24 Public Education Agency (PEA) means a school district, charter school, accommodation school, state supported institution or other political subdivision of the state that is responsible for providing education to children with disabilities.

5.0 Required Conferences

- 5.1 Transition Planning Conference: A planning meeting to occur between the time the child is two years six months and two years nine months to:
- (1) review the potential program options/continuum of services available on the child's third birthday;
 - (2) establish tentative timelines and activities for the child's transition into the PEA, if eligible;
 - (3) establish a plan for parental visitation to the educational programs available;
 - (4) review existing data, including vision and hearing screening information; and
 - (5) plan for the collection of additional information, including evaluation and procedures to assist in determining eligibility for Part B and appropriate IEP services, including ESY.

Part of the transition planning conference may involve parent visitation to the potential educational programs available. The Transition Planning Team consists, at a minimum, of the child's parent(s), AzEIP Service Coordinator, a provider from the family's IFSP team, and a PEA representative.

- 5.2 Preschool Eligibility Conference/Multidisciplinary Evaluation Team Conference: A meeting to occur no later than the month prior to the child's third birthday to determine if the child is eligible and/or continues to be

eligible for special education. Required participants are the individuals described in Section 4.19, including the AzEIP Service Coordinator and a provider from the family's IFSP team as individuals with knowledge or special expertise regarding the child in accordance with 34 C.F.R. §300.344(a)(6). This conference can be held at the same time as the IEP Conference.

- 5.3 IEP Conference: A meeting to occur prior to the eligible child's third birthday to determine appropriate programming. Required participants are the individuals described in Section 4.19 and, as requested by the parent, the AzEIP Service Coordinator or other representatives from AzEIP. 20 U.S.C. §1414(d)(1)(D).

6.0 Transition Timeline

The provision of FAPE is required no later than the eligible child's third birthday. The child is no longer enrolled in and eligible for early intervention services after the child's third birthday. For those children who turn three toward the end of the school year and who are not ESY eligible, AzEIP and/or AzEIP Service Providing Agencies and the PEA will identify other resources in the community to assist the child and family.

7.0 Agency Responsibilities

7.1 Notification by AzEIP to PEAs

7.1.1 The AzEIP Service Coordinator, or a representative of the AzEIP service providing agency providing service coordination, is responsible for notifying the PEA and DES/AzEIP:

(a) by February 1 of each school year, of children who will be transitioning from AzEIP in the upcoming 16-month period (February through May of the following year), by preparing a list of children, which will contain only directory information consistent with the Family Educational Rights and Privacy Act (FERPA) regulations found at 34 C.F.R. §§99.31 and 99.37; and

(b) by September 15 of each school year, by providing an updated list of children transitioning between September and May of that school year.

7.1.2 Directory information may be provided by AzEIP to the PEA without parental consent in fulfillment of Federal Child Find requirements; however, all other family and child information may only be shared with parental consent or in compliance with FERPA. Exhibit A contains the required information to be included with the notification. An alternative format may be used if all required information is included.

7.2 Transition Planning Conference

7.2.1 The AzEIP Service Coordinator is responsible for:

7.2.1.1 Having the following components completed or updated within the six month period prior to the transition planning conference (to be held between the time the child is two years six months and two years nine months of age):

7.2.1.1.1 Developmental and medical history, and

7.2.1.1.2 AzEIP Summary of Development as defined in Section 4.6 of this Agreement.

7.2.1.2 Requesting parental consent to share and sharing the following information with the PEA prior to the Transition Planning Conference:

- developmental and medical history along with the most recent vision and hearing data that may be available; and
- a copy of the child's current IFSP, which includes the AzEIP Summary of Development.

If a parent does not wish to consent to the sharing of information prior to the transition conference, the AzEIP Service Coordinator should proceed with scheduling the conference as set out in Section 7.2.1.3. If the parent chooses to not proceed with the transition conference, the service coordinator shall document and with parental consent notify the school of the parent's decision to not continue with the transition process.

7.2.1.3 Arranging the Transition Planning Conference with the PEAs to be held between 2.6 and 2.9 months (and at the discretion of all such parties, not earlier than 2.3 months). See 20 U.S.C. §1437 (a)(9)(A)(II). The scheduling of a conference between 2.3 and 2.6 months may be appropriate when a PEA has a policy to enroll children at 2.9 years of age.

Scheduling the conference a minimum of two weeks in advance and/or at a mutually agreeable time for all members of the Transition Planning Team. Using the Invitation to Participate in a Transition Planning Conference Form (Part I), attached as Exhibit B, the AzEIP Service Coordinator shall (a) document in writing to the family and the PEA representative, the date of the Transition Planning Conference, (b) identify the Transition Planning Team members requested to attend the meeting, and (c) as appropriate, include the information for which the parent has consented to be released prior to the transition conference. See 34 C.F.R. §303.148. This form shall be maintained in the child's record for monitoring purposes.

7.2.1.4 Inviting a provider from the family's IFSP team who is responsible for attending the Transition Planning Conference and providing information regarding the child's developmental status, current IFSP, and progress within that IFSP, to all Transition Team members.

7.2.1.5 Completing the Transition Planning Conference Summary Form (Part II), attached as Exhibit C, summarizing the transition plan developed during the transition conference and maintaining a copy of the form in the child's record.

7.2.2 The representative from the PEA is responsible for:

7.2.2.1 Distributing the Invitation to Participate in a Transition Planning Conference Form (Part I) and other information received from AzEIP to all PEA members of the Transition Planning Team and maintaining a copy in the child's special education records for monitoring purposes.

7.2.2.2 Providing information to the parent(s) about all potential educational programs for eligible preschool children, including those programs for children with and without disabilities.

7.2.2.3 Providing information to the parent(s) about the eligibility criteria for preschool special education services, including evaluation procedures and special education eligibility criteria.

7.2.2.4 Describing the purpose, scope, and participation in the MET and IEP meetings including a discussion of Part C members that the parent may request to attend and documenting on the Conference Summary Form.

7.2.2.5 Providing the parent(s) with an explanation of the requirements of a free appropriate public education (FAPE).

7.2.2.6 Providing the parent(s) a copy of the procedural safeguards afforded the child and family as required in Part B of the IDEA.

7.2.2.7 Working with the parent(s) and the AzEIP Service Coordinator to plan for visitations to potential preschool placement options and to establish tentative timelines for completing the eligibility determination and transition into the PEA if the child is eligible.

7.2.2.8 Explaining the purpose of Extended School Year (ESY) services and the information and data needed to support the IEP team in determining eligibility for extended school year services.

7.2.2.9 Conduct a Review of Existing Data to determine if further evaluation is necessary to determine eligibility.

7.2.2.10 Reviewing existing vision and hearing screening data to determine whether they are current and whether the hearing screening data meets the Department of Health Services (DHS) standards of A.A.C. R9-13-102, R9-13-103

and R9-13-104. If not, the PEA should conduct vision and/or hearing screenings prior to any further evaluation.

7.3 Evaluation for Preschool Eligibility

7.3.1 The PEA is responsible for:

- 7.3.1.1 Coordinating the Review of Existing Data to include information from AzEIP, the parent(s) and other available sources to determine if additional information is needed to determine eligibility.
- 7.3.1.2 If necessary, obtaining parental consent to conduct further evaluation to determine eligibility for preschool special education services. If the PEA determines that further evaluation is necessary, the PEA shall complete the eligibility determination within sixty days of written parental consent to evaluate, not to extend beyond the child's third birthday.
- 7.3.1.3 Collecting of any additional information, including administering norm-referenced instruments if necessary to determine eligibility.

7.4 Preschool Eligibility Conference/Multidisciplinary Evaluation Team Conference

7.4.1 The PEA is responsible for:

- 7.4.1.1 Convening the Multidisciplinary Evaluation Team, including the parent(s) and, upon parental request, the AzEIP Service Coordinator and a service provider, to make a determination of eligibility for preschool special education and related services based on all information.
- 7.4.1.2 Explaining the results of the evaluation to the parent(s) and providing prior written notice and procedural safeguards.

7.4.2 The AzEIP Service Coordinator is responsible for:

- 7.4.2.1 Attending the Preschool Eligibility Conference/Multidisciplinary Evaluation Team Conference at the request of the parent and providing information to assist with determining eligibility for preschool special education and related services.
- 7.4.2.2 Assisting the parent(s) in identifying support through community agencies and resources, if the child is not eligible for special education services.

7.5 IEP Conference

- 7.5.1 If a child is determined to be eligible for Preschool Special Education Services in accordance with Part B of IDEA and Arizona law, the PEA must hold an IEP conference within 30 days of the eligibility determination. With parental agreement, the IEP

Conference may be held at the same time as the Preschool Eligibility/Multidisciplinary Evaluation Team Conference described above.

7.5.2 The PEA is responsible for:

7.5.2.1 Convening an IEP meeting, this includes the parent(s), to occur prior to the child's third birthday, in order to develop an IEP that ensures FAPE by the child's third birthday.

7.5.2.2 At the request of the parent, inviting Part C participation on the IEP team for initial IEP meetings. The IEP meeting shall be scheduled a minimum of two weeks in advance and/or at a mutually agreeable time.

7.5.2.3 Providing FAPE to the child by the child's third birthday.

7.5.3 The AzEIP Service Coordinator is responsible for:

7.5.3.1 Attending the IEP conference at the request of the parent and providing information and data to assist the IEP Team in developing the IEP, including consideration of the need for ESY services.

8.0 Oversight Responsibility

8.1 DES/AzEIP oversees the AzEIP Service Providing Agencies and the network of early intervention service providers to ensure adherence to the requirements of Part C of IDEA and AzEIP policies and procedures, including the provisions in this Agreement. This includes, but is not limited to, conducting compliance monitoring regarding transition requirements in IDEA as well as the provisions herein. AzEIP will use the monitoring alert system to notify ADE of noncompliance issues.

8.2 ADE is responsible for oversight of all public education agencies' compliance with Part B of IDEA and the terms of this Agreement as to transition and FAPE. This includes, but is not limited to, conducting compliance monitoring regarding the IDEA and its implementing regulations, to ensure PEA adherence to ADE policies and procedures, as well as the provisions herein. ADE will use the monitoring alert system to notify AzEIP of noncompliance issues.

8.3 Dispute Resolution

(A) If a parent, PEA, AzEIP Service Coordinator or other interested individual believes that a PEA or an AzEIP Service Providing Agency is not fulfilling its obligations under this Agreement or applicable law concerning transition services for children with disabilities, that individual may take one or both of the following steps:

(1) Seek technical assistance from AzEIP or ADE. It is recommended that AzEIP Service Providing Agencies contact DES/AzEIP and that PEAs contact ADE with

concerns. Technical assistance may be obtained by writing or calling the Technical Contacts identified in Section 12.0 of this Agreement. At the discretion of the Technical Contact, individuals may be asked to put their concerns in writing in order to promote resolution of the issue.

- (2) File a Complaint with DES or ADE. DES and ADE have each established complaint and dispute resolution procedures in order to comply with, respectively, Part C and Part B of the IDEA. Information about the available complaint and dispute resolution procedures may be obtained as follows:

Arizona Department of Economic Security
Arizona Early Intervention Program
3839 North Third Street, Suite 304
Phoenix, AZ 85012
(602) 532-9960
<http://www.azdes.gov/azeip/safeguard.asp>

Arizona Department of Education
Exceptional Student Services
1535 West Jefferson Street BIN 24
Phoenix, AZ 85007
(602) 542-4013
<http://www.azed.gov/ess/dispute/complaints>

- (B) If DES or ADE believes that the other party has failed to meet the obligations set forth in this IGA, the aggrieved party shall engage the following process to resolve issues of noncompliance. First, the DES and ADE Technical Contacts identified in Section 12.0 of this IGA shall investigate and attempt to resolve the alleged issue of non-compliance within 90 days of receipt of written notice of the issue. Second, if the matter remains unresolved, it shall be brought to the attention of the DES Director or the DES Director's designee and the ADE Director of Special Education, as designee for the Superintendent of Public Instruction. The DES and ADE Technical Contacts shall prepare for their respective Directors a written statement including: (a) a description of the issue of alleged noncompliance; (b) efforts to resolve the issue; and (c) recommended strategies for resolving the issue. Third, if the matter is not resolved by the DES Director or the DES Director's designee, and the Superintendent's Designee within 90 days, DES and ADE shall seek the assistance of the Governor's Office in order to resolve the issue.
- (C) Disputes between the parties arising under this Agreement that are not resolved according to the processes described in Section 8.3(B) shall be subject to arbitration to the extent required by A.R.S. §12-1518.

- 8.4 ADE will provide to DES a copy of all Letters of Findings for complaint investigations filed under Part B of the IDEA relating to transition services within 30 days of issuance. DES will provide to ADE a copy of all Letters of Findings for complaint investigations filed under Part C of the IDEA relating to transition services within 30 days of issuance.
- 8.5 Training of Personnel: The ADE and DES/AzEIP are jointly responsible for developing training on transition from early intervention to the provision of FAPE. AzEIP and ADE will seek to provide joint regional trainings to AzEIP Service Coordinators and PEA staff responsible for early intervention transitions. ADE and AzEIP will maintain respective documentation of the trainings and attendance .
- 8.6 The ADE and DES strongly encourage PEAs and AzEIP Service Providing Agencies providing services in the district to meet at least annually to review transition processes, identify and resolve transition issues and, when appropriate, document processes that are mutually agreeable and in accordance with this Agreement. PEAs and AzEIP Service Providing Agencies are encouraged to communicate and collaborate to develop local written procedures for the smooth and effective transition of preschool children with disabilities from AzEIP to PEA preschool programs in accordance with A.A.C. R7-2-401(J) and to revise them as appropriate.
- 9.0 Financial Responsibility
- 9.1 The agency or entity assigned responsibility for activities herein shall be responsible for paying for or coordinating access to the resources to ensure completion of the activity. This Agreement does not require the transfer of funds between ADE and DES, nor between the PEAs and the AzEIP Service Providing Agencies and the provider network.
- 9.2 Every obligation of ADE and DES under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated, nor available for continuance of this Agreement, ADE or DES may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to ADE or DES in the event this provision is exercised, however both agencies shall continue to comply with federal and state law.
- 9.3 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current state fiscal year until funds are made available for performance of this Agreement.
- 9.4 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- Accept a decrease in prices;
 - Cancel the Agreement;

Cancel the Agreement and solicit the requirements.

- 9.5 Audit. Pursuant to A.R.S. §35.214, at any time during the term of this Agreement and five (5) years thereafter, the DES's, ADE's, any subcontractor's and any PEA's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or Subcontract.
- 10.0 This Agreement shall be construed under the laws of the State of Arizona and all laws governing Intergovernmental Agreements.
- 11.0 Other Provisions.
- 11.1 Modification. This Agreement may only be modified in writing and must be signed by duly authorized individuals on behalf of both parties. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supercede that/those term(s). The parties agree to promptly consider an appropriate amendment to the Agreement to do away with each conflict
- 11.2 Non-Discrimination. The parties comply with Executive Order 99-4, which mandates that all persons regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, religion, sex, age, national origin, or disability.
- 11.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the other party receives written notice of the cancellation unless the notice specifies a later time.
- 11.4 Records. To the extent required by A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years after termination of the Agreement. All records shall be subject to inspection and audit by the other party at reasonable times. Upon request, the party shall produce the original of any or all such records.

- 11.5 Confidentiality. Both parties agree to maintain the confidentiality of records relating to children with disabilities in accordance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g *et seq.*, A.R.S. §15-141(A) and other laws, as applicable.
- 11.6 Compliance with Applicable Law. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 12.0 All written communications shall be addressed and mailed or personally served upon the parties as follows:

To the DES:

Arizona Department of Economic Security
Arizona Early Intervention Program
3839 North Third Street, Suite 304
Phoenix, AZ 85012

Technical Contact:
DES/AzEIP Executive Director
(602) 532-9960

To the ADE:

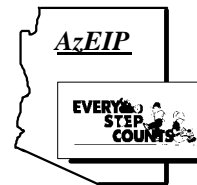
Arizona Department of Education
Early Childhood Education Section
1535 West Jefferson Street, # 15
Phoenix, AZ 85007

Technical Contact:
619 Coordinator
Early Childhood Education
(602) 542-5448

EXHIBIT A

Notification Table

Sending Agency or Program: _____
School District _____
Page ____ of ____



Child's Name	Address	Birth Date

EXHIBIT B

Part I – Invitation to Participate in a Transition Planning Conference

ARIZONA TRANSITION PLANNING FORM

Part I

Invitation to Participate in a Transition Planning Conference

TO:

(Name of designated Public Education Agency (PEA) contact person.)

You are invited to a meeting to develop the transition plan for _____ who is currently
(Child's Name)

enrolled in our agency's AzEIP program and resides in the _____ School District. The child's date of birth is

_____. The meeting will assist the parent(s) and their team to understand and plan the transition process from
(mm/dd/yy)
early intervention to the appropriate early childhood education programs.

The meeting will be held at: Date Time

Location:

The members of the Transition Planning Team are:

Parent¹

AzEIP Service Coordinator

Provider from the Family's IFSP team

PEA Representative

Other

Please bring any necessary forms and materials to this Transition Planning Conference to assist you in:

- Providing information to the parent(s) about all available educational programs for preschool children, including those programs for children with and without disabilities.
- Providing information to the parents about the eligibility criteria for preschool special education services, including evaluation procedures and special education eligibility areas.
- Providing the parents with an explanation of the requirements of a free appropriate public education (FAPE).
- Providing the parents a copy of the procedural safeguards afforded the child and family as required in Part B of the IDEA.
- Explaining the purpose of Extended School Year (ESY) services and the documentation needed to support the IEP team in determining eligibility for extended school year services.
- Consent forms to conduct further evaluation to determine eligibility for preschool special education.
- Other information needed to facilitate a timely, seamless transition.

If I can provide further information or if your schedule conflicts with the meeting date, please call.

AzEIP Service Coordinator's Name

AzEIP Participating Agency

Phone Number

Date

¹ Parent means (1) a natural, adoptive or foster parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State.

EXHIBIT C

Part II –Transition Conference Summary

Arizona Transition Planning Form

Part II

Conference Summary			
Child's Information			
Child's Full Name (Last, First, Middle)	Date of Birth	Date of Transition Meeting	
Child's Address	City	State	Zip Code
Primary Language of Home	Limited English Proficient <div style="display: flex; justify-content: space-between; width: 100%;"> ___ Yes ___ No </div>		
Parents ¹ Names			
Address	City	State	Zip Code
District of Residence (based on parent(s)' address)			
Participants in the Transition Meeting			
Relationship to Child	Signature	Phone Number	
Parent(s) ¹			
AzEIP Service Coordinator			
Provider from the Family's IFSP Team			
PEA Representative			
Other			
Summary			
Action Steps	Timeline	Person(s) Responsible	

The parent requests participation of the following individuals at the Preschool Eligibility/MET Conference and IEP meeting: ☐ AzEIP Service Coordinator and/or ☐ Others (provide names): _____

¹ Parent means (1) a natural, adoptive or foster parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State.